



**STANDARD OPERATIONING PROCEDURE (SOP)
FOR
LICENSING OF KMRL PREMISES**

KOCHI METRO RAIL LIMITED

A Joint Venture Company of Govt. of India & Govt. of Kerala

STANDARD OPERATIONG PROCEDURE (SOP)

The STANDARD OPERATIONG PROCEDURE (SOP) shall be read along with the respective Tender notice/Auction notice as well as the license agreement. In case of a conflict, the conditions available in the License Agreement and Tender/Auction notice will get precedence over the SOP. The SOP will be deemed part of the License Agreement. The SOP is liable to be amended from time to time and the amended version shall be uploaded in the website. All the Licensees shall be bound by the SOP and its amendments from time to time.

1. Considering the terms & conditions and the period of license, the Licensee can renovate the partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. of built-up shop area, provided that:
 - 1.1. No construction of a permanent nature is carried out and The modification duly adheres to the provision of all Applicable Laws and specified guideline/ requirements of the competent authorities.
 - 1.2. The License shall not alter the exterior of Station building. If it is essentially required by the Licensee, he/she shall obtain prior approval of KMRL in writing. Conditions, if any imposed shall be duly complied with by the Licensee.
 - 1.3. The design and construction work should strictly conform to relevant Standard Building Codes and good industry practice generally applicable to buildings and also specifically applicable to the Metro Rail Stations.
 - 1.4. It shall be the Licensee's sole responsibility to obtain all necessary clearance/ approval/ sanction from KMRL and other competent authorities for modifications, fire protection system etc. KMRL shall only provide assistance wherever possible on the best effort basis without any legal and binding obligations to facilitate the process.
 - 1.5. It shall be the Licensee's sole responsibility to obtain trade license from the local body concerned and to obtain all other approvals and license for carrying out the trade/business. Cost thereof shall be borne fully by the Licensee.

- 1.6. License shall ensure that no structural damage is caused to the existing building and other permanent structure as a result of his activities.
- 1.7. Licensee shall be responsible for safety, soundness and durability of the work undertaken by the Licensee including other structures forming part thereof.
- 1.8. The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the KMRL employees, metro commuters and visitors. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site or the station, during construction or at the operational phase of the business.
- 1.9. No material shall be stored or kept outside the site or in common area meant for movement of persons/ passengers. The Licensee shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc., during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works will be taken care by Licensees. Any violation will enable KMRL to correct it, at the cost of the licensee, and Licensee shall also be liable for penal action.
- 1.10. The Licensee shall strictly comply with the safety procedure, measurement, and guidelines. If it is noticed at any stage that licensee has compromised with the safety procedure, measurements, guidelines and quality of materials laid down, a penalty up to Rs.1,00,000/- (Rupees one lakh) per instance shall be imposed on the Licensee.
- 1.11. Any additional costs required to be incurred by KMRL in connection with the augmentation work such as deployment of extra security staff, etc. shall be charged from the Licensee. The Licensee shall also have to bear the damage and service charges. However, before incurring any such expenditure, the Licensee shall be briefed on the requirements by KMRL.
- 1.12. Licensee shall bear all risk & cost and consequences of this augmentation work in built up Shops/ Office Spaces area.
- 1.13. On completion of augmentation work, the Licensee shall furnish "As Built Drawings" of the premises including details of modified services along with all permissions/ approvals taken from the concerned departments.

2. The Licensee shall obtain prior written permission and permit to work from the Licensor in cases, of access to the scheduled premises during non-revenue hours.
3. The Licensee shall ensure the material shifting, installation etc. in connection with the licensed premises during the non-revenue hours after obtaining prior written permission from the competent authority. Licensee shall not use the passenger lifts or escalators for material shifting etc.
4. The Licensee shall scrupulously comply with the instructions issued by the Station Controller, generally and specifically in cases of emergency.
5. In case any accident occurs in the licensed premises, the Licensee shall intimate the Station Controller immediately.
6. The Licensee shall provide unfettered access to the authorized representative of the KMRL and its operation staff for the purpose of carrying out maintenance works if any inside the Licensed premises. During the License Period, all maintenance shall be done during the non- operational hours of Metro. The Licensee is not entitled to make any claims for damages, or seek any compensation on this account of any restrictions imposed in this regard by KMRL.
7. Licensee shall strictly adhere to the safety and security protocols put forward by KMRL.
8. The Licensee shall, within the 30 (thirty) days of the Commencement of trade/business, procure and submit to KMRL copies of insurance policies effected with an insurance company operating in India in respect of the following:
 - 8.1. Licensee's Property at Licensed Premises: The Licensee shall insure all furniture and fittings at the Licensed Premises against all loss or damage for a limit of not less than full replacement cost.
 - 8.2. Insurance for Workers: The Licensee shall affect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Licensee.
 - 8.3. Liability to Third Party: All liabilities to third parties (including KMRL) for the loss, damage, death or bodily injury arising in the course of

or due to the conduct of trade/business (including injury arising out of the consumption of food & beverages etc. if any sold by the licensee within the premises of KMRL), for an amount not less than Rs.2 lakhs per instance.

9. Licensee's requests for waivers / reduction of license fees during the tenure of license will not be considered by KMRL, unless the conduct of business is rendered impossible by KMRL's actions / activities or in any other exigency or situation to be decided by the MD.
10. Failure to remit License fees including GST and Electricity Bills in time will be deemed as breach of contract, and the License agreement is liable to be terminated for such breach. In case, two-month license fees including GST and Electricity Bills are in arrears, KMRL will be entitled to terminate the License, by giving 7 days notice extendable by KMRL to 15 days. The decision of MD, KMRL shall be final with respect to termination/waiver or granting concessions etc.
11. KMRL reserves the right to extend or curtail the period of license, or granting concessions, imposing restrictions etc. with or without the request of the Licensee.
12. Licensee shall ensure that, Licensee's activities in the scheduled premises will neither affect the operation of the KMRL nor affect the comfort of the passengers or the Staffs of KMRL.
13. KMRL assumes no responsibility in business loss of licensee at any point of time or happening of any events not directly attributable to KMRL.
14. Licensee has to ensure the safety and security of the KIOSK spaces, assets, stocks, cash, equipment, machinery etc. KMRL shall not be responsible for the loss of the same.
15. KIOSKS/Offices functioning inside the stations shall adhere to the timings of the Metro Railway. Instructions given from time to time by the Metro Railway administration shall be strictly adhered to. Kiosks/Offices in PD area or outside stations also shall follow timings, if any stipulated by the Metro Railway administration.
16. KMRL reserves the right to impose the penalty on Licensee up to Rs.5000/- per offence/ violation and up to Rs. 50,000/- for subsequent violations on the following offences/ violations, besides taking action under any other law in force: -

- 16.1. Licensee staff found in drunken condition/ creating nuisance/ indulging in bad conduct.
- 16.2. Any staff of the Licensee found creating nuisance on duty.
- 16.3. Improper maintenance & defacement of the Property.
- 16.4. Dishonour of drafts and Cheques given by Licensee in favour of Licensor.
- 16.5. Misbehaviour with staff of Licensor, other occupants and visitors of the premises.
- 16.6. Not following safety and security norms as may be indicated by the authorized representative of Licensor.
- 16.7. Any staff of the Licensee found without ID Card.
- 16.8. Not following the instructions issued by Licensor's authorities from time to time.
- 16.9. Usage of KMRL brand or logo without permission of KMRL.
- 16.10. Unhygienic & unsafe upkeep at any location/s
- 16.11. If KMRL has found that metro passengers have taken food/ beverages purchased from the outlet is being taken to rolling stock (train)/ littered.
17. Waste Management is in scope of Licensee & it should be maintained as per KMRL Waste Management Policy.
18. Food related business licensee should have FSSAI or HACCP certificates
19. LIST OF USAGES BANNED/ NEGATIVE LIST
 - 19.1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
 - 19.2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.

19.3.Sale of open liquor and alcohol-based drinks or beverages except when the purpose of license is for such sale.

19.4.Sale of tobacco and tobacco products are prohibited.

19.5.Use of plastic bags/ Articles are prohibited.

19.6.Coal/ Gas based cooking strictly prohibited.

19.7.Advertisement at any location and in any format without the approval of KMRL.

20.Operation of Kiosks/Office Spaces

20.1.Licensee shall ensure proper storage of the packaged products ensuring that there is no contamination or decay of products or raw materials.

20.2.Licensee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.

20.3.The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of KMRL for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer & other officials. Noncompliance may be treated as breach of contract and license shall be terminated.

20.4.Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires. The instructions in this regard by the CMRL electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the Licensee

20.5.Entry and access in paid area by the workmen of the Licensee shall be through "access card" issued on written request to KMRL and its cost, if any, shall be borne by the Licensee. Entry Permission/ Access Cards shall be issued by KMRL but these access cards shall not be applicable for making journey in trains.

21.KMRL will have the right to take appropriate action and take control of the KIOSK, in case of the following events. In the case of such event, appropriate penalty will be imposed on the licensee, in addition to suitable contractual actions.

- 21.1. Smoke/fire emanating from the KIOSK during operational or non-operational hours of Metro
- 21.2. Noticed that banned material is stored inside the KIOSK
- 21.3. KIOSK is closed and kept non-operational without necessary prior permission from KMRL
- 21.4. Causing disturbance to the passenger operation, due to non-removal of waste, spillage of water, causing nuisance by the staff or the customers etc.
- 21.5. The first point of contact for a vendor will be the Station Master / Station Controller and further up GM(O&M) will be the overall supervisor on on behalf of KMRL. The final appellate / deciding authority in a conflict / dispute will be the MD.
- 21.6. The vendor will be responsible for upkeep, maintenance of water meter (if any) and electricity meter.
- 21.7. Parking of two wheelers or three wheelers or four wheelers belonging to vendors shall be decided and arranged by the GM(O&M) on case to case basis.